

101-13-014A

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PROJECT AGREEMENT



Spruce RR Trail

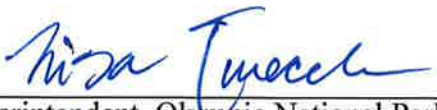
FHWA Project Number: WA NPS OLYM 2013(1) & Future Phases of Spruce RR Trail

FMSS# 105689

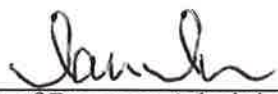
April 1, 2015

This is an agreement among three parties: Olympic National Park (OLYM), Clallam County (CNTY), and FHWA-Western Federal Lands Highway Division (WFLHD). It describes specific project requirements to be fulfilled and duties to be performed by all parties to produce or supply the services and products as agreed to below.

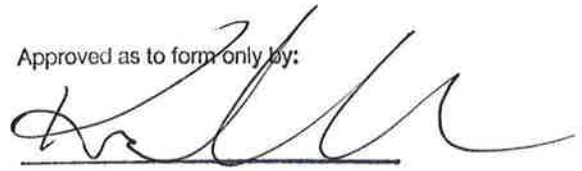
AGREED By:

for  5/13/2015
Superintendent, Olympic National Park Date

 14 April 2015
Jim McEntire, Chair Date
Clallam County Commissioners

 5-11-2015
Director of Program Administration Date
Western Federal Lands Highway Division

Approved as to form only by:


Kristina Nelson-Gross
Deputy Prosecuting Attorney
Clallam County

Project Purpose:

This project will provide a shared use path connection from the East Beach Road/Lyre River Trailhead Parking Area to the completed Olympic Discovery Trail (ODT) near the North Shore Day Use Area. The project will include approximately 3.5 miles of trail improvement, two tunnel restoration/repairs and likely 1-2 bridges. The project will also improve the Lyre River Parking Area, remove an existing building near the current parking area and protect/preserve historic features along the trail that may include wooden culverts, and dry stack walls. The trail work in general will require widening, clearing, walls, re-grading and paving of the existing trail to meet outdoor accessibility standards.

Project Background:

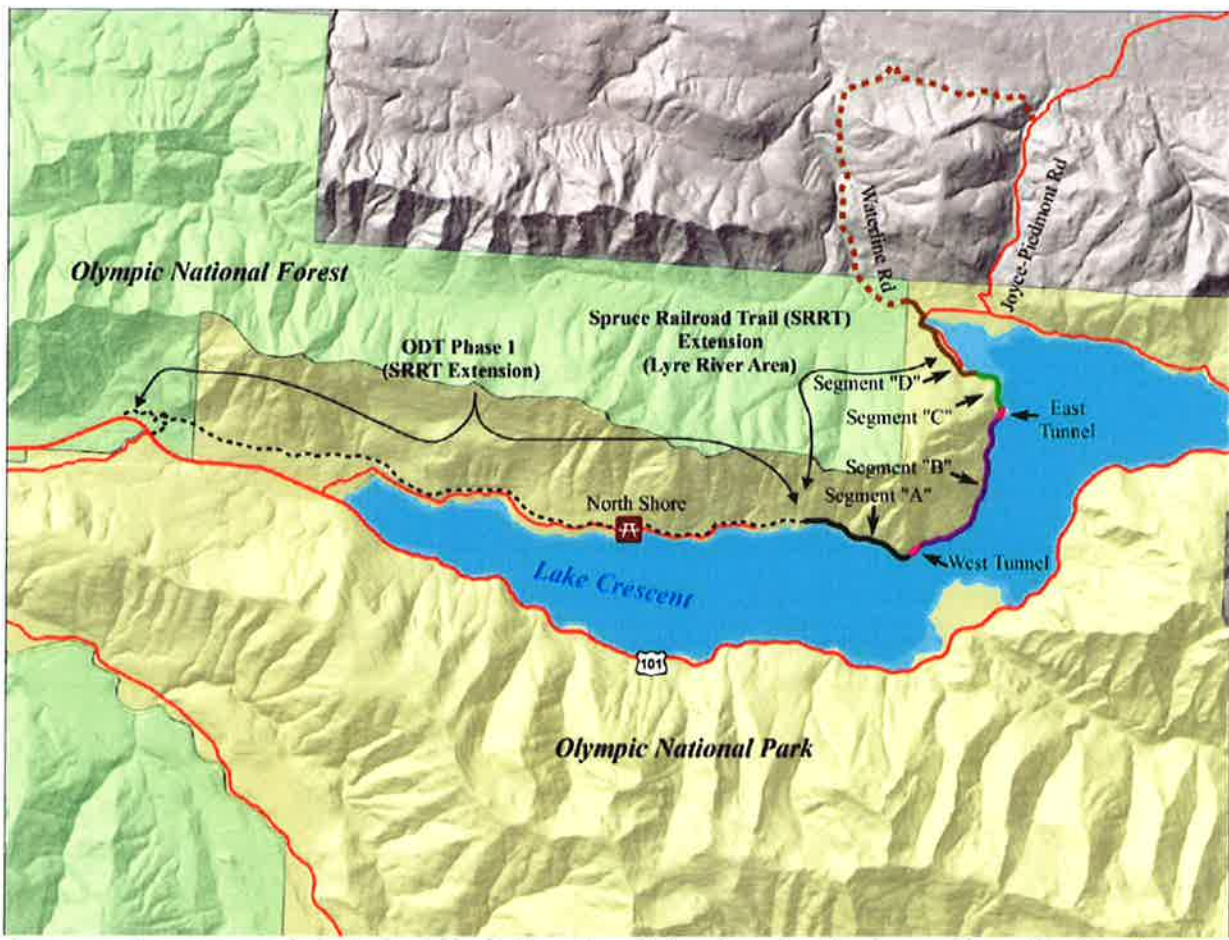
The Clallam County Road Department has received a grant for the restoration and reconstruction of 6 miles of a historic railroad grade and two historic tunnels along Lake Crescent. Additionally, Clallam County is continuing to apply for future grant funding that would result in the contribution of construction funding for the future phases of the project.

The U.S. Army built 36 miles of rail line west of Port Angeles in a record six months in 1918, including two railroad tunnels, to facilitate delivery of spruce for aircraft involved in World War I. This project builds on prior County and Olympic National Park efforts that restored 6.4 miles of Spruce Railroad Grade as a shared use path extending from the middle of Lake Crescent west to the top of Fairholm Hill. The final work will provide a safe, traffic-separated, multi-user trail route as a critical segment of the Olympic Discovery Trail, the only land-based trail in Washington named in the Federal America's Great Outdoors Initiative.

Project Scope:

Western Federal Lands Highway Division (WFLHD) will prepare the plans, specifications, and bid estimate (PS&E) for all portions of the project, except Homestead Segment 1. Clallam County (CNTY) and Olympic National Park (OLYM) will review plans, provide comments on the PS&E package for consistency with the adjacent County constructed trails and also for consistency with NEPA. The project through OLYM will consist of several phases as follows:

1. Homestead Segment 1 (Segment D) – from Lyre River Trailhead Parking to approximately 1630 lf south. This is currently under construction. The CNTY designed the project and is administering the construction contract.
2. Homestead Segment 2 (Segment D) – from the end of the Homestead Segment 1 approximately 1800 lf to the bottom of the hill. WFLHD will prepare the 100% P&SE, advertise and award the project. The project is currently in the design phase.
3. Segment C – from the end of Segment D (Homestead Segment 2) approximately 2500 lf to the McFee Tunnel – this segment would also include restoration of the McFee Tunnel, improvements to the Lyre River Parking Area and removal of an existing building near the parking area. WFLHD will prepare the 100% PS&E, Advertise and Award the project.
4. Segment B – from the end of the McFee (east) Tunnel to the west tunnel. The work would include approximately 1.5 miles of trail work and possibly a new bridge near the entrance to the west tunnel. WFLHD will prepare the 100% P&SE, Advertise and Award the project.
5. Segment A – from the end of the existing ODT to the connection with Segment B. The work would include approximately 1.1 miles of trail and restoration of the west tunnel and repair of wood crib retaining walls. WFLHD will prepare the 100% P&SE, Advertise and Award the project.
6. Paving the trail and East Beach Road to the Lyre River Trailhead Parking.



Products and Services:

All parties agree that this project has a general schedule and there are several issues and risks that could result in the project failing to deliver within scope, schedule and/or budget. All parties will work together to address the risks, however, there is a chance the schedule will not be met. All parties agree that every aspect of this project, including its individual phases, is contingent upon allocation of funds by the funding entity, i.e., County, and receipt of those funds needed to complete the project. Nothing in this Agreement shall be construed as to limit or prohibit the County from terminating or reducing the scope of this Agreement to conform to available and allocated funds.

The project design work and construction funding may be included in Clallam County's 6 Year Transportation Improvement Program.

Environmental Compliance:

Wetlands/Floodplains

The CNTY will determine if project may affect wetlands.

Cultural Resources

The OLYM will be responsible for conducting any surveys necessary to identify and evaluate cultural resources that may be affected by the proposed project. OLYM will provide SHPO clearance.

Army Corps of Engineers (CORPS) 404 Permits and EPA Water Quality 401 Permit

The WFLHD will be responsible for supplementing OLYM park data as needed to complete permit applications and 404 Remove Fill and 401 Permits if needed.

NPDES Permit

Best Management Practices will be used to prevent run-off and will be included in the final design and specification. WFLHD will be responsible for preparing erosion control plans and WFLHD will attain the NPDES Permit.

Roles and Responsibilities:

The roles and responsibilities below are for each phase of the project. If the roles change for subsequent phases, this matrix will be updated to reflect the new roles and responsibilities.

Allocation of Funds:	<input type="checkbox"/> OLYM	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> CNTY	<input type="checkbox"/> WFLHD
Design & PS&E Package:	<input type="checkbox"/> OLYM	<input type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD
PS&E Review and Approval:	<input checked="" type="checkbox"/> OLYM	<input checked="" type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD
100% Design and Plan Set:	<input type="checkbox"/> OLYM	<input type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD
100% Specifications and Estimate:	<input type="checkbox"/> OLYM	<input type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD
Final PS&E Review and Approval:	<input checked="" type="checkbox"/> OLYM	<input checked="" type="checkbox"/> CNTY	<input type="checkbox"/> WFLHD
Assembly of Final PS&E package	<input type="checkbox"/> OLYM	<input type="checkbox"/> <input type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD
Preparation, Advertisement and Award of Construction Contract	<input type="checkbox"/> OLYM	<input type="checkbox"/> <input type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD
Administration of Construction Contract	<input type="checkbox"/> OLYM	<input type="checkbox"/> <input type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD
Wetland Determination/Delineation	<input type="checkbox"/> OLYM	<input checked="" type="checkbox"/> <input type="checkbox"/> CNTY	<input type="checkbox"/> WFLHD
Cultural Resource Assessment	<input checked="" type="checkbox"/> OLYM	<input type="checkbox"/> <input type="checkbox"/> CNTY	<input type="checkbox"/> WFLHD
NEPA Decision Document Compliance	<input checked="" type="checkbox"/> OLYM	<input type="checkbox"/> <input type="checkbox"/> CNTY	<input type="checkbox"/> WFLHD
Obtain Required 401/404 Environmental Permits	<input type="checkbox"/> OLYM	<input type="checkbox"/> <input type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD
Obtain Required NPDES Permits	<input type="checkbox"/> OLYM	<input type="checkbox"/> <input type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD
FHWA NEPA Documentation (if required)	<input type="checkbox"/> OLYM	<input type="checkbox"/> <input type="checkbox"/> CNTY	<input checked="" type="checkbox"/> WFLHD

Olympic National Park will be responsible for the following:

The Park Superintendent will provide overall direction for the project and will recommend plans for approval. The Superintendent is responsible for preventing significant discretionary changes to the scope of the project.

1. Develop and sign Project Agreement.
2. Overall direction regarding National Park Service policy.
3. Grant right of entry for work on OLYM lands.
4. Provide environmental support as needed during the preliminary design process.
5. Assist with any necessary coordination with local groups and other agencies.
6. Review the PS&E package and attend field reviews.
7. Provide any Special Use permits required for any work within OLYM.
8. Designate a representative as the primary point of contact.
9. Provide final review and approval of scope of work for each phase of the project.
10. Provide cultural resource research and clearance by completing any needed field work and coordinating with State Historic Preservation Office.
11. Respond to visitor inquiries and appropriate measures to inform visitors of closures or

- delays caused by the trail construction.
12. Approve final acceptance of the construction work following the final inspections by the WFLHD.

Clallam County will be responsible for the following:

The County Engineer or designee will provide overall direction for the project and will recommend plans for approval. The County Engineer or designee is responsible for preventing significant discretionary changes to the scope of the project and providing direction based on available funding.

1. Develop and sign Project Agreement.
2. Review the PS&E package and attend field reviews.
3. Complete plan and compliance document review and recommendations for approval.
4. Provide to WFLHD for review and comment any documents containing mitigation commitments to be implemented in the design or during construction.
5. Determine presence of wetlands and provide WFLHD copies of all final wetland delineation documents.
6. Provide WFLHD all survey data for the project and survey and supply additional data as needed for future phases.
7. Provide copies of plan sets and other reference material for aide in developing PSE packages.
8. Provide clearing for Segment C through use of a volunteer trail crew. Additional clearing may be provided at the request of OLYM and WFLHD.
9. Provide final review and approval of scope of work for each phase of the project.
10. Provide funding for preliminary engineering and required resource studies, construction engineering and inspection, construction resource monitoring, resource mitigation work not included in construction contracts, and construction of future phases of the trail. Such funding shall be dependent upon securing adequate grant funding or receiving fund allocations approved by the Clallam County Board of Commissioners.

Federal Highway Administration will be responsible for the following:

WFLHD Project Manager (PM) will provide general leadership, overall project coordination, and serve as WFLHD's primary contact for the project throughout development. The WFLHD PM is responsible for the overall coordination and scheduling of work, managing the budget, and addressing any major changes in scope.

1. Develop and sign Project Agreement.
2. Manage WFLDH project team, schedule and costs.
3. Provide project coordination.
4. Provide regular updates to the County and Park on expenditures, scope of work and budget changes.
5. Provide preliminary and final PSE packages for reviews.
6. Advertise, award, administer the contract and construction.
7. Complete FHWA NEPA document following WFLHD policy using environmental information provided by the NPS.
8. Coordinate the EPA/CORPS reviews and obtain permits as needed.
9. Gather necessary information to complete various permit applications.
10. Provide a project engineer to oversee and inspect the construction and to ensure a quality product.
11. Provide final review and approval of scope of work for each phase of the project.

12. Contract with A/E consultant as needed to provide design services for tunnel work or other work as determined by CNTY, OLYM and WFLHD

Project Representatives:

All representatives identified below are intended to be attributable to the person occupying the identified position. It is in no way limited to the identified individuals below.

Olympic National Park:

Superintendent	Sarah Creachbaum	360-565-3002
Deputy Superintendent	Todd Suess	360-565-3003
Chief of Maintenance	Lisa Turecek	360-565-3162
Civil Engineer	Rich McKenna	360-565-3161

Clallam County

County Engineer	Ross Tyler, P.E.	360-417-2448
Assistant County Engineer	Joe Donisi, P.E.	360-417-2404
Project Engineer	As assigned	360-417-
Environmental Coordinator	Dave Lasorsa	360-417-2263

Federal Highway Administration

Branch Chief	Brent Coe	360-619-7744
Project Manager	Kirk Loftsgaarden	360-619-7512

Project Schedule:

The following project schedule outlines key tasks, responsibilities and delivery dates for the remaining work on Segment D. This type of schedule will be developed for each phase of work.

TASK	SCHEDULE Completion	Responsible office
Project Agreement (for all segments)	December, 2014	OLYM/CNTY/WFLHD
Amendment to Preliminary Engineering Funding Agreement	January, 2015	CNTY
<i>SEGMENT D MILESTONES</i>		
Obtain 401/404 Permits	November, 2014	WFLHD
Obtain NPDES Permits	December, 2014	WFLHD
100% PS&E Submittal	December, 2014	WFLHD
OLYM/CNTY Approval Segment D	December, 2014/January, 2015	OLYM/CNTY
Construction/Construction Engineering Funding Agreement (Amendment)	January 2014	CNTY
Signoff*	January, 2015	WFLHD
Advertisement, 30 days	May, 2015	WFLHD
Bid Opening	June, 2015	WFLHD
Award	June, 2015	WFLHD
Notice to Proceed	July, 2015	WFLHD
Construction	July, 2015	WFLHD

****Note: Full funding for anticipated construction cost is required before WFLHD can proceed for advertisement. Project dates will be adjusted accordingly if any one of the completion dates is***

not met. The funding for construction may increase or decrease once bids are opened. An amendment to the funding agreement may be required based on the outcome of the bids received.

The following is a rough schedule for the remaining phases of Spruce Trail:

Remaining Segments Recommended Schedule**			
Task Name	Duration	Start	Finish
Design Segment C	190 days	Winter 2014/2015	Fall/Winter 2015
Contracting Segment C	90 days	Fall/Winter 2015	Winter/Spring
Construct Segment C	120 days	Spring 2016	Fall 2016
Design Segment A	260 days	Fall/Winter 2015	Fall/Winter 2016
Contracting Segment A	90 days	Winter 2016	Winter/Spring 2017
Construct Segment A	120 days	Spring 2017	Fall 2017
Design Segment B	240 days	Winter 2017	Winter 2018
Contracting Segment B	90 days	Winter/Spring 2018	Spring 2018
Construct Segment B	120 days	Spring 2018	Fall 2018

*****This represents the general schedule. For each phase a specific design and construction schedule will be developed and agreed upon by all parties. This may accelerate or delay the schedule. The specific schedule will be based on a thorough scope of work, available funding, and identification of potential issues. The specific PE, CE and CN budget for each phase will be developed as well once the scope of work is specifically defined.***

Phasing and combining of segments will be considered as the project moves forward. The parties to this agreement will evaluate the costs and efficiencies with each phase and will decide together the base way to complete the next phase of the project.

Additional items such as paving and the parking lot construction will be completed either as separate projects or in conjunction with one of the above listed phases. This will be determined as the funding picture and risk identification for the work is completed.

Project Funding:

The work including preliminary engineering, construction administration and construction of the project will be funded by Clallam County. Any additional funding (if needed) will also be the responsibility of Clallam County. All funding by Clallam County is subject to receipt of adequate grant funding or fund allocation from the Board of County Commissioners.

Clallam County has provided the following funding to WFLHD for use in the design of the project.

1. \$90,000.00 of Road Department Funding transferred to WFLHD in June of 2013
2. \$146,129.00 of TAP Funding in May of 2013
3. \$25,023.00 of TAP Funding in August of 2014

The following initial funding amounts are preliminary budgets for Segment D and will be refined and modified as required. The intent is to provide funding in the 3 phases. The numbers shown

below are preliminary amounts only and actual budgets will be updated and modified in the reimbursable agreement.

1. WFLHD PE Phase Budget: \$90,000
2. WFLHD Construction Budget: \$700,000- \$900,000
3. WFLHD CE Phase Budget: \$90,000

The initial anticipated construction amounts for the project areas as follows – as defined in the Clallam County Six Year Transportation Improvement Program. These numbers will be refined as the scope of work and funding levels becomes better clarified:

1. Segment C (includes Lyre River parking area expansion and building demolition) -\$720,000
2. Segment B - \$700,000
3. Segment A - \$600,000
4. Paving (includes segments A-D and parking area at Lyre River) - \$500,000

Escalation Matrix:

By signing this agreement, the signatories formally agree to partner the development phase of these projects. This purpose of the design partnering process is to help identify problems and resolve complex problems sooner and more efficiently. As part of this effort, a procedure to manage conflict will be implemented to resolve issues at the team level and define the process to be followed in the event that an issue must be taken to a higher level. The named individuals in the matrix are included for ease of reference only.

ESCALATION MATRIX

FHWA – WFLHD	OLYM	Clallam County	Time Limit to Resolve
Project Development Team	Project Development Team	Project Development Team	1 working day
Project Manager – Kirk Loftsgaarden	OLYM Park Engineer – Rich McKenna	Project Engineer – As assigned	1 working day
Project Management Engineer – Brent Coe	OLYM Deputy Superintendent – Todd Suess	Program Manager – As assigned	1 working day
Director of Project Delivery – Bob Hale	OLYM Superintendent – Sarah Creachbaum	County Engineer – Ross Tyler	1 working day

Rules of Escalation:

1. Issues need to be clearly defined by all parties and documented.
2. Resolve all issues at the lowest level of management possible.
3. When issues can't be resolved within the specified time limit, proceed jointly to the next level.
4. Problems will be resolved in accordance with the above escalation matrix beginning with the Project Development Team; i.e., no "leapfrogging".
5. Once escalation is initiated, the issue should be transmitted jointly by those involved from one level to the next level, to eventual resolution.
6. The persons that reach the resolution will assure that the resolution information is communicated in writing, including the rationale for the resolution, to all affected parties.

Project Agreement Amendment Process:

This project agreement may be amended in writing by any party to the agreement, subject to the concurrence by all original parties and signed by persons with proper and binding authority.

Circumstances that may result in an amendment to this agreement include any major changes in scope, schedule, products, budgets, funding, milestone dates and key positions. Amendments will be in the form of revisions to the original agreement or changes documented through standard correspondence or electronic mail. Amendments shall be distributed to all signatories of the original agreement.

Project Warranty:

Project participants will complete all work outlined in this agreement within the established schedule and budget, as updated and amended. Participants will warrant the legal sufficiency and technical adequacy of the portions of the products for which they are responsible.